

Memorandum of Understanding and Agreement
By and Between
State Center Community College District
And
State Center Federation of Teachers, Local 1533

This non-precedent setting Memorandum of Understanding and Agreement (“MOU”) is entered into by and between the **State Center Community College District** (hereinafter referred to as “**District**”) and the **State Center Federation of Teachers, Local 1533** (hereinafter referred to as “**Exclusive Representative**” or “**Federation**”).

Responding to the COVID-19 crisis is a team effort among administration, faculty, staff, and students. The District recognizes that its bargaining units are integral to ensuring the continuity of public education while reducing the risks of COVID-19 community spread. While our intent is to find common ground and move forward in unity, the District reserves the right to amend, modify or rescind policies and practices in the agreements during this emergency to ensure continuity of public education while protecting the health and safety of our communities, in accordance with Article 11 of the collective bargaining agreement. On March 4, 2020, California Governor, Gavin Newsom, declared a State of Emergency due to the COVID-19 outbreak and on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic. Further, the District’s Board of Trustees on March 13, 2020, declared a local state of emergency, granting the Chancellor authority to take any and all necessary action to prepare and respond to the COVID-19 outbreak.

The District and Federation recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its personnel. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. The Parties acknowledge that all members of the campus community are responsible for mitigating the spread of infectious diseases, and that care should be taken by all to identify potential exposure and prevent the spread of the disease. The parties further agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the Federation and the District agree as follows:

- This MOU is entered into solely under the context and circumstances of the COVID-19 epidemic, shall not be precedent setting, nor form the basis for a past practice.
- This MOU is effective March 16, 2020 and expires on May 22, 2020. Should the need for this MOU extend beyond May 22, 2020, the parties may mutually agree to extend this agreement.
- To the extent possible, instruction and student support services will be moved to an alternate remote modality, beginning the week of March 16, 2020 and continuing through May 22, unless extended by the Chancellor.
- During any District closure or curtailment of operations, the District may require some unit members determined to be essential to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code section 3100. Other unit members not required to remain at work shall work remotely and be available and responsive during their normal work hours. All unit

members may be required to report to their worksite at any time to perform essential functions subject to direction by the District during their normal scheduled work day.

- Evaluation timelines for the Spring 2020 semester will be suspended.
- Evaluations may be delayed until normal operations commence.
- Faculty who require technology equipment to teach their courses in an alternate remote modality may submit a request to their supervisor to borrow that technology from their respective College.
- If the College does not have a piece of technology available that a faculty member needs to teach their course in an alternate remote modality, the employee must inform their supervisor of the total cost of the equipment and after prior approval by their supervisor and the College's Vice President of Administrative Services, the employee may purchase the piece of equipment. Upon return to normal operations, the faculty member must provide the equipment to the Dean, along with the original receipt. The equipment will be the property of the college. The faculty member will then receive reimbursement following the District's normal reimbursement process.
- Any employee that has been diagnosed with COVID-19 or exposed to a confirmed case of COVID-19, must immediately notify Julianna Mosier, the Vice Chancellor, Human Resources.
- Employees who are required to be quarantined and are unable to work remotely during that time will follow the provisions in their collective bargaining agreement.
- Unit members currently on leave unrelated to COVID-19 will continue to use their accrued leave pursuant to the collective bargaining agreement and state and federal laws.
- Unit members who wish to join the Catastrophic Leave Bank have been given the opportunity to do so subject to the normal contractual provisions, excluding the normal enrollment window.
- Policies and restrictions on the use of sick and personal necessity leave will be relaxed. This does not apply to extended (½ pay) sick leave. Employees who need to take time off should continue to follow normal procedures for notifying their supervisor in advance that they will be out.
- Sick leave policies will be liberally construed and in accordance with any applicable Federal and State laws. SCFT will notify its members of the District's commitments but shall encourage its members not to take leave unless there is actually a medical reason to do so.
- In an effort to not over load our healthcare providers during this difficult time, and to not force employees that have more common illnesses to visit a healthcare provider where they could be exposed to more serious illnesses, employees who are out ill for three (3) or more consecutive work days will not be required to submit a doctor's note clearing them to return to work. However, in no instance should employees return to work until approved by their

supervisor. Unit members currently on a leave unrelated to COVID-19 may be required to submit a doctor's note clearing them to return to work.

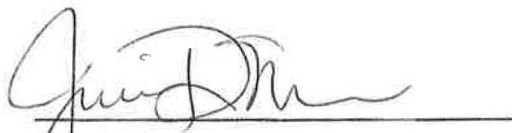
- Unit members who are parents who are unable to work due to childcare provider or school emergency issues caused by COVID-19-related closure, will be granted leave in conformity with Labor Code Section 233 and 245, as well as other State and Federal law (including the provisions of HR 6201).
- The parties agree that the District shall have the sole and exclusive right to determine whether a District facility is closed, maintained as open, or reopened after closure.
- The Parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the collective bargaining agreement, and Board Policies and Administrative Regulations.
- The parties affirm their mutual commitment to proactive communication and consultation, as appropriate, in the District's exercise of its emergency powers and their commitment to bargaining rights established under the Educational Employment Relations Act (Government Code § 3540 et. seq.).
- Unless specifically modified by this MOU or other agreement signed by the parties, or unless inconsistent with the emergency powers of the District, all provisions in the collective bargaining agreements between the District and the Federation shall remain in effect.
- The Federation will support efforts to maintain funding pursuant to California Code of Regulations § 58146 in the event of a closure of any District facilities due to epidemic.

The parties agree that the terms of this MOU are non-precedential and will not constitute any waiver of any rights not specifically address in this agreement.

The signatories signify that they are the authorized representatives of the District and the Federation, as the proper parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be immediately completed in the manner required by that party or by law.

This MOU is made the 7th day of May 2020, in the City of Fresno, County of Fresno, State of California.

State Center Community College District



Julianna D. Mosier
Vice Chancellor, Human Resources

State Center Federation of Teachers



Keith Ford
President